IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: Taylor Lee Grier, DEBTOR(S)	CASE NO: 17-04178-hd CHAPTER: 13 NOTICE OF MOTION FOR RELIEF FROM AUTOMATIC STAY (11 U.S.C. § 362(A))

TO: DEBTOR, DANIEL A. STONE, ATTORNEY FOR THE DEBTOR, AND THE TRUSTEE, WILLIAM K. STEPHENSON, JR., AND THOSE NAMED IN THE ATTACHED MOTION FOR RELIEF FROM AUTOMATIC STAY (11 U.S.C. § 362).

PLEASE TAKE NOTICE THAT a hearing will be held on the attached motion on:

Date: October 18, 2017

Time: 10:00 A.M.

Place: United States Bankruptcy Court, District of South Carolina, J. Bratton Davis, U.S. Bankruptcy Courthouse, 1100 Laurel Street, Columbia, SC 29201-2423.

Within fourteen (14) days after service of the attached motion, the notice of motion, the movant's certification of facts, (and a blank certification of facts form, applicable only to motions for relief from the automatic stay and for service on *pro se* parties only), any party objecting to the relief sought shall:

(1) File with the Court a written objection to the 11 U.S.C. § 362 Motion;

(2) File with the Court a certification of facts (for motions for relief from the automatic stay);

(3) Serve on the movant items 1 and 2 above at the address shown below; and

(4) File a certificate of such service with the Court.

If you fail to comply with this procedure, you may be denied the opportunity to appear and be heard on this proceeding before the Court.

Date of Service: August 31, 2017

/s/ Ronald J. Hall

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ATTORNEY FOR HEADWATERS FINANCIAL CORPORATION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR DISTRICT OF SOUTH CAROLINA**

In re: Taylor Lee Grier, Debtor.	Case No: 17-04178-hd Chapter: 13 **MOTION FOR RELIEF FROM AUTOMATIC STAY (11 U.S.C. § 362)**

COMES NOW Headwaters Financial Corporation (hereinafter "Movant"), a secured creditor in the above-captioned case, by and through counsel, and moves this court for an Order seeking relief from the automatic stay pursuant to 11 U.S.C. Section 362, on the following grounds:

1. That Headwaters Financial Corporation (hereinafter "Creditor") is a secured creditor of the Debtor, and thus a party in interest.

2. That the above-captioned Debtor, Taylor Lee Grier, filed a petition seeking relief pursuant to Chapter 13 of the United States Bankruptcy Code in this District, on August 23, 2017.

3. The Debtor holds title to one 2001 Harley Davidson FLHTCUI, VIN: 1HD1FCW181Y602425 (hereinafter "Collateral").

4. On October 25, 2014, the Debtor financed the Collateral, and regarding the purchase, the Debtor executed a Promissory Note and Security Agreement in the principal sum of $9,000.00, bearing interest at the rate of (19.99%) Annual Percentage Rate, payable in 60 monthly installments of $238.39, with the total of all payments being $14,303.40.

5. The Security Agreement granted the Creditor a security interest in the Collateral, and all accessories installed in or affixed to the Collateral, all as more specifically set forth the Promissory Note and Security Agreement, until the purchase price is paid in full.

6. Creditor is the holder in due course for value of said Promissory Note and Security Agreement, and has the legal right to enforce the negotiable instrument.

7. The Debtor has not filed his schedules. Creditor is informed and believes that the value of the Collateral is $6,540.00.

8. Upon information and belief, the approximate payoff due and owing to the Creditor is $6,367.16, as of August 23, 2017.

9. The Debtor has an arrearage for all payments due after April 4, 2017. The Debtor allowed the insurance coverage on the Collateral to lapse, on July 21, 2017, and has failed to provide the Creditor with proof of insurance for the collateral since that time. As a result, Creditor lacks adequate protection of its interest in the Collateral. By virtue of such lack of protection, good cause exists to lift the automatic stay imposed hereunder. Otherwise, Creditor will suffer irreparable harm with respect to Creditor's interest in the Collateral.

10. Furthermore, the Creditor is informed and believes that the Collateral is not necessary for the Debtor's effective reorganization.

11. Movant agrees to waive any claim that may arise under 11 U.S.C. Section 503(b) or Section 507(b) as a result of this Order. Movant further agrees that any funds realized from the sale of the Collateral, in excess of all liens, costs, and expenses, will be paid to the Trustee.

WHEREFORE, Movant respectfully requests the entry of an Order:

a. Modifying the automatic stay provisions of 11 U.S.C. § 362, and allowing Headwaters Financial Corporation to immediately proceed to foreclose its security interest in the Collateral, and otherwise pursue any remedies available under state law to recover and liquidate its collateral;

b. Waiving the effect of Bankruptcy Rule 4001 (a)(3); and

c. Providing for such other and further relief as the Court deems just and proper.

Date: August 31, 2017.

HALL & HALL ATTORNEYS AT LAW

By: **/s/ Ronald J. Hall**

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